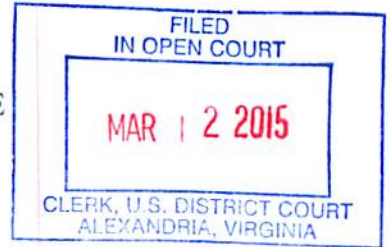


IN THE UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF VIRGINIA

Alexandria Division



UNITED STATES OF AMERICA	)	
	)	
v.	)	CRIMINAL NO. 1:15cr77-LMB
	)	
JAMES GLENN WARNER,	)	
	)	
Defendant.	)	

CRIMINAL INFORMATION

Count 1

THE UNITED STATES ATTORNEY CHARGES THAT:

From on or about October 24, 2014, through on or about January 28, 2015, within the Eastern District of Virginia, the defendant, JAMES GLENN WARNER, being a public official, directly and indirectly, corruptly demanded, sought, received, accepted, and agreed to receive and accept a thing of value personally in return for being influenced in the performance of official acts, and in return for being induced to do and to omit to do acts in violation of his official duty, to wit:

1. Starting in September 2012, the defendant, JAMES GLENN WARNER, served as a Senior Program Manager with the Training Requirements Division for the Department of the Army, located at the Pentagon in Arlington, Virginia, within the Eastern District of Virginia. From April 2013 onward, the defendant served as Contracting Officer's Representative and oversaw the Army Training Requirements and Resources Systems ("ATRRS") contract.
2. On or about October 24, 2014, the defendant approached two executives of Company A, which currently services the ATRRS contract, and demanded a payment of \$500,000.

3. In return for the \$500,000 payment, the defendant promised to help ensure that Company A would be awarded a five-year renewal of the ATRRS contract. In particular, the defendant promised to take official acts, including recommending Company A for the ATRRS contract renewal and assembling a contract review board that would be favorable to Company A. The defendant also promised to take acts in violation of his official duty, including sharing non-public procurement documents and information with the Company A executives.

4. The defendant also claimed that he possessed evidence of improper communications between Company A personnel and Pentagon officials regarding prior iterations of the ATRRS contract. The defendant threatened to disclose this information publicly if he was not paid the \$500,000, and promised to destroy evidence of the suggested improper communications if his payment demands were met.

5. Between November 25, 2014 and January 28, 2015, within the Eastern District of Virginia, the defendant accepted payments totaling \$150,000 from a Company A executive, and made plans to obtain the remaining \$350,000 of the original agreement to receive a total of \$500,000 from a Company A executive.

(All in violation of Title 18, United States Code, Section 201(b)(2)).

Dana J. Boente  
United States Attorney

By:

  
Kosta S. Stojilkovic  
Mark D. Lytle  
Assistant United States Attorneys